

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF OKLAHOMA

CHARLES NEASE, )  
Plaintiff, )  
vs. ) Case No. )  
STATE FARM MUTUAL AUTOMOBILE )  
INSURANCE COMPANY, )  
Defendant. )

## COMPLAINT

COMES NOW the Plaintiff, Charles Nease, and for his claims against the Defendant, State Farm Mutual Automobile Insurance Company, alleges and states:

## STIPULATIONS

1. This case is being re-filed pursuant to stipulations and the Minute Order entered January 23, 2013 in case number CIV-10-177-SPS, a copy of which is attached hereto as Exhibit One (1).

## JURISDICTION AND VENUE

2. Plaintiff, Charles Nease, is a resident of Tecumseh, Oklahoma.
3. Defendant, State Farm Mutual Automobile Insurance Company, is a mutual insurance company authorized to sell insurance in the State of Oklahoma, with its principal place of business in Bloomington, Illinois.
4. The State Farm automobile insurance policy (the "Policy") that is related to this action was sold to Plaintiff in the State of Oklahoma.
5. This Court has jurisdiction over the parties and the subject matter of this action.

6. Venue is proper in the United States District Court for the Eastern District of Oklahoma.

#### FACTUAL ALLEGATIONS

7. On or about May 3, 2006, while covered under the Policy, the Plaintiff was involved in an automobile accident with Amanda Heather Dennis. Ms. Dennis suffered injuries as a result of the accident and filed a lawsuit against Plaintiff that resulted in a personal judgment being entered against Plaintiff for the sum of \$190,594.81 on April 25, 2008.

8. State Farm owed Plaintiff a duty to defend the Amanda Dennis claim against Mr. Nease, to act reasonably under the circumstances and to treat him fairly and in good faith.

9. State Farm breached its duty of good faith and fair dealing owed to Plaintiff.

10. At all times material herein, the officers, directors, executives, managers, supervisors, agents, adjusters, attorneys, and other representatives of the Defendant were acting within the course and scope of their employment with the Defendant.

11. The Defendant is responsible for the actions of its employees under the doctrine of *respondeat superior*.

12. As a direct result of the Defendant's bad faith handling of Plaintiff's claim, the Plaintiff has suffered damages in the form of a personal judgment against him, financial hardship, embarrassment, and emotional and mental distress.

13. State Farm's actions were willful and intentional and/or were reckless with disregard for the rights of others like the Plaintiff.

14. Plaintiff is entitled to recover punitive damages against State Farm in order to deter the Defendant, and others similar situated, from future similar conduct, and further, as punishment to Defendant for its wrongful, willful and bad faith conduct.

WHEREFORE, Plaintiff, Charles Nease, prays for judgment against the Defendant, State Farm Mutual Insurance Company, in an amount in excess of \$75,000.00 in actual damages, plus punitive damages in an amount to be determined by the jury, together with interest, cost, attorney fees and all other relief that may be appropriate.

Respectfully submitted,

s/ Tod S. Mercer

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ATTORNEYLIEN CLAIMED.  
JURY TRIAL REQUESTED.